

1 SAMUEL A. WONG, Bar No. 217104
swong@aegislawfirm.com
2 ALI S. CARLSEN, Bar No. 289964
acarlsen@aegislawfirm.com
3 AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
4 Telephone: (949) 379-6250
Facsimile: (949) 379-6251
5

6 Attorneys for Plaintiff
DAISY GUZMAN

7 KARA L. JASSY, Bar No. 198846
kjassy@littler.com
8 LITTLER MENDELSON, P.C.
633 West 5th Street
9 63rd Floor
Los Angeles, CA 90071
10 Telephone: 213.443.4300
Facsimile: 213.443.4299
11

MIRANDA A. MOSSAVAR, Bar No. 279251
12 mmossavar@littler.com
LITTLER MENDELSON, P.C.
13 2049 Century Park East
5th Floor
14 Los Angeles, CA 90071
Telephone: 310.553.0308
15 Fax No.: 310.553.5583

16 Attorneys for Defendant
STAPLES THE OFFICE SUPERSTORE, LLC
17

18 UNITED STATES DISTRICT COURT

19 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

20 DAISY GUZMAN,

21 Plaintiff,

22 v.

23 STAPLES THE OFFICE
24 SUPERSTORE, LLC, a Delaware
limited liability company and DOES 1
25 through 20 inclusive,

26 Defendants.
27
28

Case No. 8:18-cv-01307-JLS-KES

*ASSIGNED FOR ALL PURPOSES TO
HON. JOSEPHINE L. STATON*

**ORDER RE STIPULATED
PROTECTIVE ORDER**

1 Plaintiff DAISY GUZMAN (“Plaintiff”) and Defendant STAPLES THE
2 OFFICE SUPERSTORE, LLC (“Defendant”) (collectively, the “Parties”) by and
3 through their respective counsel of record, seek to enter into a Stipulated Protective
4 Order, as follows:

5
6 **1. A. PURPOSES AND LIMITATION**

7 Discovery in this action is likely to involve production of confidential,
8 proprietary, or private information for which special protection from public disclosure
9 and from use for any purpose other than prosecuting this litigation may be warranted.
10 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
11 Stipulated Protective Order. The parties acknowledge that this Order does not confer
12 blanket protections on all disclosures or responses to discovery and that the protection
13 it affords from public disclosure and use extends only to the limited information or items
14 that are entitled to confidential treatment under the applicable legal principles. The
15 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
16 Protective Order does not entitle them to file confidential information under seal; Civil
17 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
18 will be applied when a party seeks permission from the court to file material under seal.

19 **B. GOOD CAUSE STATEMENT**

20 This action is likely to involve non-party confidential records, investigation
21 records, customer and pricing lists and other valuable research, development,
22 commercial, financial, technical and/or proprietary information for which special
23 protection from public disclosure and from use for any purpose other than prosecution
24 of this action is warranted. Such confidential and proprietary materials and information
25 consist of, among other things, confidential communications, confidential business or
26 financial information, information regarding confidential business practices, ,
27 development, or commercial information (including information implicating privacy
28 rights of third parties), information otherwise generally unavailable to the public, or

1 which may be privileged or otherwise protected from disclosure under state or federal
2 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow
3 of information, to facilitate the prompt resolution of disputes over confidentiality of
4 discovery materials, to adequately protect information the parties are entitled to keep
5 confidential, to ensure that the parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of trial, to address their handling at the
7 end of the litigation, and serve the ends of justice, a protective order for such
8 information is justified in this matter. It is the intent of the parties that information will
9 not be designated as confidential for tactical reasons and that nothing be so designated
10 without a good faith belief that it has been maintained in a confidential, non-public
11 manner, and there is good cause why it should not be part of the public record of this
12 case.

13 **2. DEFINITIONS**

14 2.1 Action: *Daisy Guzman v. Staples The Office Superstore, LLC, a Delaware*
15 *limited liability company and DOES 1 through 20 inclusive*. Case No. 8:18-cv-01307-
16 JLS-KES.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
20 it is generated, stored or maintained) or tangible things that qualify for protection under
21 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
22 Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including, among
2 other things, testimony, transcripts, and tangible things), that are produced or generated
3 in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
6 expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
13 this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which
15 has appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
12 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
13 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
14 and (2) final judgment herein after the completion and exhaustion of all appeals,
15 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
16 any motions or applications for extension of time pursuant to applicable law.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies
21 under the appropriate standards. The Designating Party must designate for protection
22 only those parts of material, documents, items, or oral or written communications that
23 qualify so that other portions of the material, documents, items, or communications for
24 which protection is not warranted are not swept unjustifiably within the ambit of this
25 Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that
27 are shown to be clearly unjustified or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in depositions that the Designating Party
2 identify the Disclosure or Discovery Material on the record, before the close of the
3 deposition all protected testimony.

4 (c) for information produced in some form other than documentary and
5 for any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants
8 protection, the Producing Party, to the extent practicable, shall identify the protected
9 portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive the
12 Designating Party’s right to secure protection under this Order for such material. Upon
13 timely correction of a designation, the Receiving Party must make reasonable efforts to
14 assure that the material is treated in accordance with the provisions of this Order.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s Scheduling
18 Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37.1 et seq. or follow the procedures for informal,
21 telephonic discovery hearings on the Court's website.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
24 to harass or impose unnecessary expenses and burdens on other parties) may expose the
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
26 the confidentiality designation, all parties shall continue to afford the material in
27 question the level of protection to which it is entitled under the Producing Party’s
28 designation until the Court rules on the challenge.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this Action
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the Action has been terminated, a Receiving Party must
7 comply with the provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
13 may disclose any information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
15 well as employees of said Outside Counsel of Record to whom it is reasonably
16 necessary to disclose the information for this Action;

17 (b) the officers, directors, and employees (including House Counsel) of
18 the Receiving Party to whom disclosure is reasonably necessary for this Action;

19 (c) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (g) the author or recipient of a document containing the information or
28 a custodian or other person who otherwise possessed or knew the information;

1 (h) during their depositions, witnesses, and attorneys for witnesses, in
2 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party
3 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
4 not be permitted to keep any confidential information unless they sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
6 by the Designating Party or ordered by the court. Pages of transcribed deposition
7 testimony or exhibits to depositions that reveal Protected Material may be separately
8 bound by the court reporter and may not be disclosed to anyone except as permitted
9 under this Stipulated Protective Order; and

10 (i) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
13 **IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation that
15 compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification
18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include a
22 copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the
26 subpoena or court order shall not produce any information designated in this action as
27 “CONFIDENTIAL” before a determination by the court from which the subpoena or
28 order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the remedies
10 and relief provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
15 information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by
23 the Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court
25 within 14 days of receiving the notice and accompanying information, the Receiving
26 Party may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
28 produce any information in its possession or control that is subject to the confidentiality

1 agreement with the Non-Party before a determination by the court. Absent a court order
2 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
3 in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
8 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
9 all unauthorized copies of the Protected Material, (c) inform the person or persons to
10 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
11 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
12 that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order that provides for production without prior
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
21 parties reach an agreement on the effect of disclosure of a communication or
22 information covered by the attorney-client privilege or work product protection, the
23 parties may incorporate their agreement in the stipulated protective order submitted to
24 the court.

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in this
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any
4 ground to use in evidence of any of the material covered by this Protective Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
7 only be filed under seal pursuant to a court order authorizing the sealing of the specific
8 Protected Material at issue. If a Party's request to file Protected Material under seal is
9 denied by the court, then the Receiving Party may file the information in the public
10 record unless otherwise instructed by the court.

11 12 **13. FINAL DISPOSITION**

13 The Parties agree that after the final disposition of this Action, as defined in
14 paragraph 4, within 60 days of a written request by the Designating Party, each
15 Receiving Party must return all Protected Material to the Producing Party or destroy
16 such material. As used in this subdivision, "all Protected Material" includes all copies,
17 abstracts, compilations, summaries, and any other format reproducing or capturing any
18 of the Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if not
20 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
21 identifies (by category, where appropriate) all the Protected Material that was returned
22 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any of
24 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
25 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials contain
28 Protected Material. Any such archival copies that contain or constitute Protected

1 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

2 Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 Dated: May 14, 2019

6
7 /s/Ali S. Carlsen
8 SAMUEL A. WONG
9 ALI S. CARLSEN
AEGIS LAW FIRM, PC
Attorneys for Plaintiff
DAISY GUZMAN

10 Dated: May 14, 2019

11
12 /s/Miranda A. Mossavar
13 KARA L. JASSY
14 MIRANDA A. MOSSAVAR
15 LITTLER MENDELSON, P.C.
Attorneys for Defendant
STAPLES THE OFFICE
SUPERSTORE, LLC

16 **IT IS SO ORDERED.**

17 DATED: May 15, 2019

18 
Hon. Karen E. Scott, U.S. Magistrate Judge

19
20 **Attestation Pursuant to Local Rule 5-4.3.4(a)(2)(i)**

21 I, Ali S. Carlsen, attest that all other signatories listed, and on whose behalf this
22 filing is submitted, concur in the filing's content and have authorized the filing.

23 Dated: May 14, 2019

24
25 /s/Ali S. Carlsen
26 SAMUEL A. WONG
27 ALI S. CARLSEN
AEGIS LAW FIRM, PC
Attorneys for Plaintiff
DAISY GUZMAN

28 FIRMWIDE:163357574.1 078303.1050

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on [date] in the case of
Daisy Guzman v. Staples The Office Superstore, LLC, a Delaware limited liability
company and DOES 1 through 20 inclusive. Case No. 8:18-cv-01307-JLS-KES. I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Dated: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____